

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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GREEN EARTH ENTERPRISE LLC,

Plaintiff,

Case No. \_\_\_\_\_

-against-

COMPLAINT

SANA BENEFITS, INC.,

Defendant.

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The Plaintiff herein, by Morrison Tennenbaum PLLC, its attorneys, complains of the Defendant above named, and for its cause(s) of action alleges:

**PARTIES**

1. Green Earth Enterprise, LLC is a New York based Limited Liability Company with a principal place of business located at 250 W 40th Street, 15th Floor, New York, NY 10018.

2. Upon information and belief, Defendant, Sana Benefits, Inc., is a Corporation incorporated in the State of Delaware, with a principal place of business located at 9501-B Menchaca Road, #200, Austin, Texas 78748.

**JURISDICTION AND VENUE**

3. Jurisdiction is proper in the United States District Court because, upon information and belief, there is diversity of citizenship between the parties. Plaintiff is a Limited Liability Corporation formed under the laws of New York State and has a principal place of business in New York. The members of Green Earth Enterprise, LLC are Penelope Hort, a citizen of the State of New York, and Susan Hort, a citizen of the State of New York. Defendant is a corporation

incorporated under the laws of the State of Delaware and has a principal place of business in Texas.

4. As set forth below, the amount in controversy exceeds \$75,000.

### **FACTS**

5. Plaintiff and Defendant entered into a written contract whereby Defendant purchased and/or agreed to purchase customized printing packages and mailing services from Plaintiff in exchange for payments from Defendant.

### **PLAINTIFF'S CAUSE OF ACTION** **Breach of Contract**

6. Green Earth Enterprise, LLC repeats and re-alleges the preceding paragraphs as if the same were more fully set forth below.

7. On or about March 1, 2023, Plaintiff and Defendant entered into an agreement whereby Plaintiff promised and agreed to print and mail certain custom printed paper packages, consisting variously of a welcome kit booklet and/or letter and insurance card(s), to Defendants' members, and Defendant agreed to compensate Plaintiff for said products and services.

8. Plaintiff provided Defendant with a complete pricing schedule prior to the parties entering into the contract. The Defendant was given the option to order custom printed and mailed products based on an "a la carte" menu by quantities mailed per week or, in the alternative, to commit to order an agreed upon minimum number of packages to be printed and mailed per year, and thereby obtain a lower rate per package.

9. The rate Plaintiff charged for printing and mailing each of Defendants' packages under the contract was determined by the minimum number of products Defendant promised to order, as Plaintiff was able to obtain materials and provide printing and mailing services at an incrementally lower rate the more Defendant purchased.

10. Under the terms of the contract, Defendant agreed to order and pay for a total of 35,000 packages from Plaintiff over the course of one year at the flat rate of \$7.51 per package, with the contract to begin on March 10, 2023, and Plaintiff agreed to custom print and mail said packages.

11. The total value of the contract was \$262,850.00 in materials, customized printing, and mailing services (35,000 packages at the rate of \$7.51 per package).

12. Based upon Defendants' commitments under the contract, to order and pay for 35,000 packages over the course of one year, Plaintiff obtained the necessary materials and labor and ran print services in such a way as to keep costs down as promised.

13. Plaintiff was willing and was prepared to perform all its obligations to Defendant under the terms of the contract.

14. On or about December 4, 2023, Defendant abruptly breached the contract with Plaintiff after ordering only 10,581 of the promised 35,000 product packages over approximately 6 months of the year-long contract. Only \$79,463.31 worth of the contractually agreed amount of \$262,850.00 of packages was ordered by Defendant and billed by Plaintiff.

15. Defendant told Plaintiff that its team provided "excellent service," and indicated that Defendant was terminating its contract with Plaintiff based on a downturn in Defendant's business.

16. Due to Defendant's failure to fulfill its contractual obligations to Plaintiff, Plaintiff has been denied the benefit of the contract and has been damaged in the sum of \$183,386.69, the difference in the amount promised to be ordered and paid for by Defendant vs. the total amount

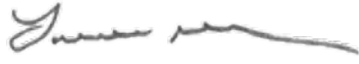
actually ordered and paid for by Defendant over the contractual period.

17. Defendants' damages include, but are not limited to, the price of excess materials and custom printing, disposal of excess products, and the price differential from the rate Defendant was billed per package (\$7.51 flat rate) vs. the rate Defendant should have been billed per package based on the number of packages that were actually ordered (\$8.90 - \$11.50 per package at the al la carte rates, depending on the package contents).

**WHEREFORE**, Plaintiff demands judgment against Defendant, Sana Benefits, Inc., for the sum of \$183,386.69, plus interest thereon, together with reasonable attorneys fees, the costs and disbursements of this action, and whatever additional relief the Court deems just, proper and equitable.

Dated: March 12, 2024  
New York, New York

Respectfully submitted,  
**MORRISON TENENBAUM PLLC**  
Attorneys for Plaintiff, Green Earth  
Enterprise, LLC

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